

1 CROWELL & MORING LLP
 2 Christopher J. Banks, (Bar No. 218779)
 3 CBanks@crowell.com
 4 3 Embarcadero Center, 26th Floor
 5 San Francisco, CA 94111
 6 Tel: 415.986.2800
 7 Fax: 415.986.2827

8 MORGAN, LEWIS & BOCKIUS LLP
 9 Andrew P. Frederick, Bar No. 284832
 10 andrew.frederick@morganlewis.com
 11 1400 Page Mill Road
 12 Palo Alto, CA 94304
 13 Tel: +1.650.843.4000
 14 Fax: +1.650.843.4001

15 MORGAN, LEWIS & BOCKIUS LLP
 16 Nicole L. Antonopoulos, Bar No. 306882
 17 nicole.antonopoulos@morganlewis.com
 18 Miranda M. Rowley, Bar No. 328173
 19 miranda.rowley@morganlewis.com
 20 One Market, Spear Street Tower
 21 San Francisco, CA 94105-1126
 22 Tel: +1.415.442.1000
 23 Fax: +1.415.442.1001

24 Attorneys for Defendants
 25 ICON CLINICAL RESEARCH LLC; DOCS
 26 GLOBAL, INC.; and ICON PLC

27
 28 UNITED STATES DISTRICT COURT
 29
 30 NORTHERN DISTRICT OF CALIFORNIA
 31
 32 SAN FRANCISCO DIVISION

33
 34 CHRYSTAL L. MILLER, individually and on
 35 behalf of all others similarly situated,

36
 37 Plaintiff(s),
 38 v.

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 41 ICON PLC, LYNDA HOLCROFT, DOCS
 42 GLOBAL, INC., ICON CLINICAL
 43 RESEARCH LLC, and DOES 1 - 100,

44
 45 Defendants.

46
 47 AND RELATED CROSS-CLAIMS.

48 Case No. 4:21-cv-07431-YGR

49
 50 **FIRST AMENDED CROSS-
 51 COMPLAINT OF ICON CLINICAL
 52 RESEARCH LLC AGAINST
 53 CHRYSTAL L. MILLER FOR:**

54
 55 **1. FRAUD – INTENTIONAL
 56 MISREPRESENTATION**
2. FRAUD – CONCEALMENT
**3. NEGLIGENT
 57 MISREPRESENTATION**
4. BREACH OF CONTRACT

58
 59 **DEMAND FOR JURY TRIAL**

FIRST AMENDED CROSS-COMPLAINT

Defendant and Cross-Complainant ICON Clinical Research LLC (“ICON Clinical” or “the Company”) hereby brings this amended cross-complaint for damages and disgorgement against Plaintiff and Cross-Defendant Chrystal L. Miller (“Cross-Defendant” or “Miller”) and alleges as follows:

NATURE OF THE ACTION

1. Miller is a former employee of ICON Clinical who worked as a Clinical Research Associate (“CRA”) II in California from October 2017 until March 2019, when ICON Clinical terminated her employment with the Company. During her employment, Miller repeatedly defrauded the Company through inaccurate, misleading, forged, and fabricated expense reports, time recording entries, and clinical study monitoring logs. Examples of Miller’s fraudulent conduct include: (a) resubmitting expenses for which the Company had previously reimbursed her by falsely attributing those expenses to a different clinical study; (b) forging and fabricating receipts, including those for Lyft rides and hotel stays; (c) misrepresenting the number of days she traveled for work so that she would receive additional per diem reimbursements; and (d) misrepresenting the days and/or hours she physically spent on site at clinical studies. Miller engaged in this fraudulent conduct in connection with at least sixty separate expense reports and with these reports Miller submitted hundreds of fabricated, forged, and/or misleading ride share receipts, hotel receipts, and travel itineraries.

2. Miller's fraudulent conduct caused extensive damage to ICON Clinical, including injuring its relationship with an important, existing client. Following an oversight visit conducted by this client, the client determined that there was potential for significant adverse impact to study data quality due to potential anomalies regarding factual documentation of monitoring visits by Miller, mandating the client to carry out a full investigation into this. An investigation of this nature was required as any such findings can adversely affect study timelines, delay a clinical trial from moving to the next phase or affect the accuracy of the findings at the relevant sites, which could potentially compromise patient safety.

1 3. ICON Clinical had to invest significant sums of money to repair this relationship
2 and ensure that Miller had not compromised the validity of various clinical studies. Because of
3 Miller's fraudulent expense report submissions and misleading and inaccurate clinical monitoring
4 log entries, \$101,394.39 was refunded to this client on ICON Clinical's behalf, which represented
5 the total amount reflected in Miller's expense report submissions for the clinical studies at issue.
6 ICON Clinical incurred additional costs in the approximate amount of \$103,629.77 stemming
7 from the Company's quality review of the clinical studies on which Miller had worked and the
8 Company's investigation, upon the request of the client, into anomalies associated with her
9 clinical monitoring log entries and expense report submissions.

10 4. ICON Clinical brings this action seeking damages against Miller in the amount of
11 at least \$205,024.16. In addition, ICON Clinical seeks pre- and post-judgment interest, costs, and
12 punitive damages.

THE PARTIES

14 5. Defendant and Cross-Complainant ICON Clinical is a limited liability company
15 organized and existing under and by virtue of the laws of the State of Delaware, doing business in
16 the State of California.

17 6. Plaintiff and Cross-Defendant Chrystal Miller previously worked for ICON
18 Clinical in California and based upon Miller's averments in the Complaint she is a resident of
19 California. ICON Clinical employed Miller from October 9, 2017, until March 19, 2019, when
20 the Company terminated her employment.

JURISDICTION

22 7. This Court has subject matter jurisdiction over these proceedings pursuant to the
23 general jurisdiction granted by the California Constitution.

24 8. This Court possesses personal jurisdiction over Cross-Defendant and venue is
25 proper because Miller initiated the pending action in this Court.

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STATEMENT OF FACTS

ICON Clinical's Business

9. ICON Clinical is a Clinical Research Organization (“CRO”) that provides outsourced development services to the pharmaceutical, biotechnology, and medical device industries. ICON Clinical specializes in the strategic development, management, and analysis of programs that support all stages of the clinical development process from compound selection to Phase I-IV clinical studies. ICON Clinical contracts with pharmaceutical, biotechnology, and medical device companies to provide these companies with clinical development support.

10. ICON Clinical employs CRAs who, among other responsibilities, identify, select, initiate, and close out appropriate investigational sites for clinical studies and monitor those sites to ensure the validity and quality of the clinical study data. CRAs regularly travel to monitor clinical study sites.

ICON Clinical's Time-Recording & Expense Report Submission Requirements

11. On September 27, 2017, Miller signed an offer letter to work for ICON Clinical as a CRA II. In accepting ICON Clinical's job offer, Miller agreed to abide by the Company's policies and expectations, which included submitting accurate expense reports and behaving honestly in connection with all work-related activities, and to comply with all applicable laws. In her signed offer letter, Miller agreed as follows: "You warrant and represent at all times during your employment with the Employer that you shall . . . comply at all times with all employee policies, SOPs, and procedures of the Employer including, but not limited to, the Employer's policy prohibiting . . . violation of applicable laws in the course of performing services for the Employer." The ICON Clinical Handbook provides as follows: "At ICON, we are committed to our core values of Accountability & Delivery, Collaboration, Partnership, and Integrity in everything we do. Meeting these values requires us all to work to the highest ethical standards and demonstrate a commitment to honesty, transparency, and quality. In order to consistently maintain our core values we must abide by all applicable laws, standards, rules and regulations when carrying out our duties on behalf of ICON."

1 12. ICON Clinical required Miller to record accurately the amount of time she spent
 2 on work for ICON Clinical and to document accurately any time spent on clinical studies and at
 3 clinical sites. ICON Clinical also required Miller to follow the Company's travel policy and only
 4 seek reimbursement for expenses that Miller actually incurred.

5 13. Miller was well aware of these requirements, and was warned by ICON Clinical to
 6 comply with them when she was found to have violated ICON Clinical's requirements in 2018.
 7 That year, Miller was disciplined for her repeated use of unapproved travel sites to book her work
 8 travel. When booking hotel reservations for work-related travel, Miller had been using websites
 9 that were not authorized by ICON Clinical. Miller's conduct negatively affected her study teams'
 10 budgets and resulted in hotel expenses considerably higher than what ICON Clinical's policy
 11 allowed. Thus, on September 5, 2018, ICON Clinical issued Miller a written warning for her
 12 repeated failure to follow the Company's travel policy. ICON Clinical directed Miller to book all
 13 travel, including airfare, hotels, and rental cars, through its approved vendor, World
 14 Travel/Concur. On September 20, 2018, Miller signed the written warning and agreed that all
 15 expense reports she submitted going forward would comply with ICON Clinical's travel policy.

16 **Plaintiff's Failure to Document Site Monitoring Visits Accurately**

17 14. In January 2019, one of ICON Clinical's key clients began to become concerned
 18 about Miller's late arrival times at client sites for monitoring visits, her failure to complete certain
 19 action items during or after her visits, and inaccuracies in confirmation and follow-up letters
 20 issued by Miller after visits. One of the client's sites even considered instituting a sign-in and
 21 sign-out sheet just to capture Miller's arrival and departure times; the client was concerned that
 22 Miller was not accurately documenting the number of days spent conducting monitoring visits at
 23 the site (*i.e.*, Miller was reporting visiting the site on certain days when she in fact had not been
 24 there).

25 15. On February 19, 2019 and February 20, 2019, the client conducted an oversight
 26 visit of two studies that Miller monitored in Seattle, Washington. Miller had been scheduled to
 27 monitor the studies on January 29 and 30, 2019. Although Miller visited the site on January 29,

1 2019, she canceled the second day of the site visit indicating to the site that a second day was not
 2 needed. However, on the monitoring log, Miller reported that she *was* at the test site for both
 3 days (January 29 and 30, 2019), even though she had only been there on January 29, 2019.

4 16. On March 1, 2019, ICON Clinical issued a final writing warning to Miller for
 5 ongoing performance-related issues. The warning noted that, when conducting monitoring visits,
 6 Miller was expected to be on site for a full-work day (8 hours) unless the site limited the number
 7 of hours that could be spent there. Sites where Miller conducted monitoring visits had noted that
 8 Miller often arrived late and left early, even though Miller recorded full day visits in her
 9 timesheets, trip reports, and ICOTrial. The warning also documented that Miller had conflicting
 10 timesheets and data entries within ICOTrial. Miller had shown two site visits on the same day
 11 and in other instances full days for studies were recorded in ICOTrial while Miller's timesheets
 12 did not show any time for those studies or only a few hours.

13 17. During a meeting on March 5, 2019, between the client, Miller's supervisor
 14 Katrina Becher, and Miller, Miller admitted that she was not on site on January 30, 2019, even
 15 though she had recorded that she was on site that day. Miller also admitted that there were other
 16 instances where she had indicated being on site when in fact she was not there and still other
 17 instances where she reported arriving on time at the site but had actually arrived late.

18 18. ICON Clinical discussed these events further with Miller after completing a
 19 preliminary review of monitoring visit-related information from ICOTrial, ICON's Clinical Trial
 20 Management System, trip reports, and follow-up letters to sites. ICON Clinical also conducted
 21 interviews with sites where issues were noted. For visits where the visit log indicated a two-day
 22 visit when the visits were actually completed in one day, Miller indicated that the entries in the
 23 logs reflected the day on site as well as a follow-up remote visit. However, Miller failed to
 24 indicate when the remote visit was conducted. Some of the sites interviewed noted that Miller
 25 arrived late and did not spend sufficient time on site.

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1 19. On March 14, 2019, ICON Clinical further learned based on additional review that
 2 Miller had falsely recorded being on site at other clinical sites when she was in fact not there. As
 3 such, the client requested that Miller be removed from working on any clinical studies.

4 20. Because of Miller's ongoing performance issues, including the client's request that
 5 she be removed from clinical studies on which she was working, ICON Clinical terminated
 6 Miller's employment on March 19, 2019.

7 21. Due to the issues with her monitoring visit logs and time entries, ICON Clinical
 8 reviewed these records in conjunction with the travel expenses and travel invoices she submitted.
 9 ICON Clinical identified countless issues with Miller's expense reports, including instances
 10 where Miller submitted the same expense for reimbursement twice, instances where Miller
 11 doctored receipts for hotel stays and transportation and reused them for the purposes of obtaining
 12 further reimbursement, and instances where the information in the expense reports Miller
 13 submitted had significant inconsistencies.

14 22. Because of Miller's fraudulent expense report submissions and misleading and
 15 inaccurate clinical monitoring log and time entries, \$101,394.39 was refunded to this client on
 16 ICON Clinical's behalf by ICON Clinical Research Limited. This amount was later charged back
 17 to ICON Clinical as the proper entity to account for the loss. \$101,394.39 represented the total
 18 amount reflected in Miller's expense report submissions for the clinical studies at issue.

19 23. Additionally, Miller's conduct triggered a Significant Quality Event ("SQE")
 20 review for the client because of concerns that studies she had been responsible for monitoring
 21 may have been compromised or negatively affected. In connection with this SQE review, ICON
 22 Clinical incurred additional costs in the approximate total amount of \$103,629.77. Specifically,
 23 the CRAs who replaced Miller on the clinical studies at issue had to check on critical items
 24 relating to Miller's work to assess whether there were other issues with Miller's previous
 25 monitoring visits, such as scientific misconduct, which cost ICON Clinical approximately
 26 \$20,375. These critical checks were crucial as any such scientific misconduct could adversely
 27 affect the health of patients. ICON Clinical also invested substantial time comparing Miller's

1 expense receipts against clinical site visit information, which cost ICON Clinical approximately
 2 \$32,089.77. The SQE review also involved numerous internal meetings at ICON Clinical and
 3 meetings with the client, which cost ICON Clinical approximately \$51,165.

4 **Examples of Miller's Fraudulent Expense Reporting**

5 **Submission of Same Expense Report Twice for Double Reimbursement**

6 24. On numerous occasions, Miller submitted the same expense report twice for
 7 double reimbursement. Miller would submit the expense report to Approver A for approval using
 8 one study and site code. Months later, Miller would then submit the exact same expense report
 9 for the exact same amount with the exact same location and dates, but with just the study/site
 10 code and expense report number changed. She would submit this duplicate expense report to
 11 Approver B for approval. Approver B did not know this expense report had already been
 12 approved (though with a different site code and expense report number) and so Miller would be
 13 reimbursed for the same amount again having already been reimbursed for the expenses she
 14 previously reported incurring.

15 25. For example, on October 31, 2018, Miller submitted an expense report requesting
 16 reimbursement in connection with a site visit she purportedly completed on October 4, 2018 in
 17 San Antonio, Texas. Based on Miller's representations in this expense report, ICON Clinical paid
 18 Miller \$1,215.52 to reimburse her for claimed work-related expenses. Then, on January 2, 2019,
 19 Miller submitted the same expense report for reimbursement again but represented that her
 20 expenses related to a different study. The receipts Miller submitted with her expense reports on
 21 October 31, 2018 and January 2, 2019 are identical. As a result, ICON Clinical paid Miller
 22 \$1,215.52 again for expenses for which she previously claimed reimbursement and for which
 23 ICON Clinical had reimbursed her. Miller's fraudulent expense submission therefore caused
 24 ICON Clinical to pay Miller \$1,215.52 that she did not actually incur in expenses and to which
 25 she was not otherwise entitled.

26 26. Miller engaged in the same fraudulent behavior again in February 2019. On
 27 January 31, 2019, Miller submitted an expense report requesting reimbursement in connection

1 with a site visit she purportedly completed on January 29, 2019 in Seattle, Washington. Based on
 2 Miller's representations in this expense report, ICON Clinical paid Miller \$1,629.36 to reimburse
 3 her for claimed work-related expenses. Then, on February 22, 2019, Miller submitted the same
 4 expense report for reimbursement again but represented that her expenses related to a different
 5 study. The receipts Miller submitted with her expense reports on January 30, 2019 and February
 6 22, 2019, are identical. As a result, ICON Clinical paid Miller \$1,629.36 again for expenses for
 7 which she previously claimed reimbursement and for which ICON Clinical had reimbursed her.
 8 Miller's fraudulent expense submission therefore caused ICON Clinical to pay Miller \$1,629.36
 9 that she did not actually incur in expenses and to which she was not otherwise entitled.

10 **Miller's Submission of and Reimbursement for Forged Receipts**

11 27. On numerous occasions, Miller submitted and received reimbursement for
 12 fabricated or forged Lyft and hotel receipts.

13 28. For example, not only did Miller seek and obtain double reimbursement for her
 14 Seattle, Washington trip at the end of January 2019, but she also submitted, in the original
 15 reimbursement request, a forged hotel receipt, forged Lyft receipts, and an outdated and
 16 misleading travel itinerary and misrepresented the number of days she spent in Seattle.

17 29. Previously, at the end of October 2018, Miller had conducted a site visit in Seattle.
 18 With the expense report she submitted for that Seattle trip, Miller included a hotel receipt for a
 19 two-night stay at the Silver Cloud Hotel Stadium in the amount of \$873.26. Except for doctoring
 20 the dates of the stay on the receipt, Miller submitted the exact same hotel receipt with her expense
 21 report for her January 2019 trip reflecting that she purportedly stayed in Seattle the night of
 22 January 29 and January 30. The room number, reservation number, folio number, and booking
 23 number on the hotel receipts were the exact same. Upon information and belief, ICON Clinical
 24 alleges that reservation, folio, and booking numbers are unique numbers that should be different
 25 for each stay at a hotel. Attached as **Exhibit A** is a true and correct copy of the hotel receipt that
 26 Miller submitted with the expense report for her October 2018 trip to Seattle and attached as
 27
 28

1 **Exhibit B** is a true and correct copy of the hotel receipt that Miller submitted with the expense
 2 report for her January 2019 trip to Seattle.

3 30. In addition, with her expense report, Miller misleadingly submitted a travel
 4 itinerary dated January 19, 2019, that showed Miller flying to Seattle on January 29 and leaving
 5 on January 31. However, on the morning of January 29, 2019, Miller changed her itinerary to a
 6 one-night hotel stay at the Silver Cloud Hotel – Broadway and changed her departure flight from
 7 January 31 to January 30. Miller knowingly failed to submit her finalized travel itinerary with her
 8 expense report to lead ICON Clinical to believe that she had taken a three-day trip to Seattle with
 9 a two-night hotel stay, when in fact she had only taken a two-day trip with a one-night hotel stay.
 10 Miller later admitted as part of the SQE review that she only spent January 29, 2019, on site in
 11 Seattle and not January 30, 2019.

12 31. Moreover, the finalized travel itinerary for the late January Seattle trip reflects that
 13 Miller stayed at the Silver Cloud Hotel – Broadway, not the Silver Cloud Hotel Stadium, as she
 14 falsely stated on her forged hotel receipt. These hotels are located at two different locations in
 15 Seattle about two miles apart. The Silver Cloud Hotel – Broadway is located at 1100 Broadway,
 16 Seattle, WA 98122 and the Silver Cloud Hotel Stadium is located at 1046 1st Avenue South,
 17 Seattle, WA 98134.

18 32. Miller spent \$169 for a one-night stay at the Silver Cloud Hotel – Broadway hotel
 19 on January 29, 2019. Yet, she sought and received \$873.26 by falsely claiming that she stayed at
 20 the Silver Cloud Hotel Stadium for two nights. Miller therefore fraudulently obtained \$704.26
 21 from ICON Clinical through her fabricated hotel receipt for the Silver Cloud Hotel Stadium. In
 22 addition, by falsely reporting that she went on a three-day trip instead of a two-day trip, Miller
 23 received \$57.50 in per diems to which she was not otherwise entitled.

24 33. Miller also forged her Lyft receipts for her Seattle trip in January 2019 by
 25 resubmitting the same receipts from her October 2018 trip to Seattle, except for a change in dates.
 26 For example, Miller’s purported ride from the “Silver Cloud Hotel” to the “SEA Airport”

1 allegedly cost exactly \$59.50 on both October 31, 2018, and January 31, 2019.¹ Miller also was
2 supposedly picked up by a Lyft ride at exactly 12:33 p.m. on both days. Similarly, Miller's ride
3 from "LAX Airport" to her address in Los Angeles cost exactly \$72.80 on both October 31, 2018,
4 and January 31, 2019.² Miller also was supposedly picked up by a Lyft ride at exactly 8:33 p.m.
5 on both days. Attached as Exhibits C and D, respectively, are true and correct copies of the
6 purported Lyft receipts that Miller submitted with her expense reports for her October 2018 and
7 January 2019 trips to Seattle.

8 34. Not even accounting for the fabricated Lyft receipts, Miller, through her double
9 expense report submission, fabricated hotel receipt, and misrepresentation of trip length,
10 fraudulently induced ICON Clinical to pay her \$2,391.12 in claimed expenses that she did not
11 actually incur during her January 2019 Seattle trip.

Miller's False Reporting of Multiple Night Hotel Stays

13 35. On numerous occasions, as already described in connection with her trip to Seattle
14 in 2019 above, Miller reported and sought reimbursement for multiple night stays at hotels even
15 though she only stayed a single night at these locations.

16 36. For example, Miller traveled to Tulsa, Oklahoma, for a monitoring visit at the end
17 of January 2018. In connection with this trip, Miller requested and received reimbursement for
18 \$380 for a reported two-night stay at the Ambassador Hotel in Tulsa. However, Miller’s flight
19 itinerary shows that she traveled to Tulsa on January 30, 2018, not January 29, 2018, as
20 represented in her expense report. Lyft receipts also show Miller was in Los Angeles until
21 January 30. In addition, Miller’s “out of office” email message states that Miller was “traveling
22 and conducting monitoring visits from 30Jan2018 to 31Jan2018.” As such, Miller falsely sought
23 and received reimbursement in the amount of \$190 for a purported stay at the Ambassador Hotel
24 in Tulsa on January 29 even though she did not stay there that night.

¹ As discussed above, Miller was not in Seattle on January 31, 2019, so she could not have taken a Lyft ride on that day in Seattle in any event.

²⁷ The October 31, 2018 Lyft receipt is also fabricated because on October 31, 2018, Miller was in New York, not Los Angeles, as shown by multiple Lyft receipts in Miller's ICON inbox.

1 37. A week later Miller traveled to San Antonio, Texas, for another site monitoring
 2 visit. Miller represented on her expense report that she was in San Antonio for two nights from
 3 February 6 – 8, 2018, to conduct a site visit, and requested reimbursement for hotel costs for two
 4 nights. Because of Miller’s representation on her expense report, ICON Clinical reimbursed
 5 Miller for a two-night stay in San Antonio and paid her \$325. However, Miller’s World Travel
 6 invoice and itinerary as well as her actual Lyft receipts, which she did not submit with her
 7 expense report, show that Miller was only in San Antonio from February 6 to February 7, 2018 –
 8 not February 8, 2018. In addition, Miller falsely reported staying at the Hotel Contessa for
 9 \$162.50 per night, while in fact she stayed at the Hilton San Antonio Airport hotel for \$126.09
 10 the single night she was in San Antonio. One of Miller’s actual Lyft receipts shows she was
 11 picked up from the San Antonio Airport at 11:40 pm and dropped off at the Hilton San Antonio
 12 Airport hotel at 11:50 pm. Miller’s Hilton San Antonio Airport hotel receipt shows she checked
 13 in two minutes later at 11:52 pm and checked out the following day, February 7, 2018. In
 14 addition, as with basically all her expense reports, Miller doctored her Lyft receipts, which were
 15 dated 2017. The pick-up and drop-off times and the mileage traveled during the Lyft trip had been
 16 removed from the receipts. Miller sought and received reimbursement in the amount of \$22.60
 17 for her purported ride from the San Antonio Airport to the Hotel Contessa, when she actually only
 18 spent \$11.92 on a ride from the airport to the Hilton San Antonio Airport hotel. Similarly,
 19 Miller’s actual Lyft receipt for her travel to the Los Angeles Airport on February 6, 2018, shows
 20 that she only incurred \$14.72 in Lyft expenses, not \$53.80 as reflected on the falsified Lyft
 21 receipt she submitted for reimbursement. Because of Miller’s false expense reporting in
 22 connection with her February 2018 San Antonio trip, ICON Clinical overpaid Miller by at least
 23 \$248.67.

24 38. Similarly, Miller sought reimbursement for a purported site monitoring trip to San
 25 Diego from November 19 - 21, 2018 in the amount of \$1,419.42 for Lyft rides, a two-night hotel
 26 stay, and per diems. However, Miller did not travel to San Diego during those dates. Instead, she
 27 flew from Los Angeles to San Francisco on November 20, 2018, and visited a study site in San

1 Francisco as her actual Lyft ride receipts, actual travel itinerary, and study site visit
 2 documentation confirm. As such, Miller fabricated the Lyft ride and hotel receipts that she
 3 submitted with her expense report for this purported San Diego trip. Based on Miller's false
 4 representations, ICON Clinical paid her \$1,149.42 for expenses she did not incur and to which
 5 she was not otherwise entitled.

6 **FIRST CLAIM FOR RELIEF**

7 **(FRAUD – INTENTIONAL MISREPRESENTATION)**

8 39. ICON Clinical incorporates by reference the allegations contained in paragraphs 1
 9 through 38, inclusive, as though set forth fully herein.

10 40. An individual commits civil fraud or intentional misrepresentation when she
 11 makes a knowingly false representation, intends to deceive or induces reliance on the
 12 misrepresentation, the affected party reasonably relies on the misrepresentation, and the affected
 13 party suffers resulting damages. *Service by Medallion, Inc. v. Clorox Co.* (1996) 44 Cal. App. 4th
 14 1807, 1816.

15 41. Miller knowingly made false representations to ICON Clinical through inaccurate,
 16 misleading, and fabricated and forged expense reports, time recording entries, and clinical study
 17 monitoring logs. Miller's representations to ICON Clinical of the expenses that she incurred, the
 18 time she spent working, and the time she spent at study sites were false and she knew that these
 19 representations were false when she made them or she made them recklessly and without regard
 20 for their truth. Miller intended for ICON Clinical to rely on her fraudulent expense reports, time
 21 recording entries, and clinical study monitoring logs so that the Company would pay her
 22 reimbursement amounts beyond expenses she had actually incurred in connection with her work
 23 for ICON Clinical. Miller's intent to deceive ICON Clinical is evidenced by, among other things,
 24 her double submission of expense reports, fabrication and forging of Lyft and hotel receipts, and
 25 submission of outdated travel itineraries. Miller further understood that ICON Clinical relied
 26 upon the expense reports she submitted to reimburse her and that if her expense reports were
 27 inaccurate then the reimbursement amount would be inaccurate. ICON Clinical requires its

1 employees to act honestly in their dealings with the Company and to follow company policies,
 2 including submitting accurate expense reports, time recording entries, and clinical study
 3 monitoring logs. ICON Clinical reasonably relied upon the information Miller submitted to its
 4 detriment.

5 42. Miller's intentional misrepresentations were a substantial factor in causing ICON
 6 Clinical harm. ICON Clinical reimbursed Miller for at least \$71,241.52 in claimed expenses that
 7 she did not in fact incur and through this action ICON Clinical seeks to recover these monies that
 8 Miller fraudulently induced the Company to pay her. In addition, Miller's fraudulent conduct
 9 which called into question all of her expense report submissions caused not only this \$71,241.52
 10 to be refunded on ICON Clinical's behalf to the client for whom Miller was conducting site
 11 monitoring, but also \$30,152.87 in additional expenses that Miller submitted and for which she
 12 received reimbursement. Therefore, as a consequence of Miller's unlawful conduct, ICON
 13 Clinical suffered damages in the amount of \$101,394.39.

14 43. ICON Clinical incurred additional costs in the approximate amount of \$103,629.77
 15 stemming from the Company's quality review of the clinical studies on which Miller had worked
 16 and its investigation into anomalies associated with her clinical monitoring log entries and
 17 expense report submissions. Specifically, the CRAs who replaced Miller on the clinical studies at
 18 issue had to check on critical items relating to Miller's work to assess whether there were other
 19 issues with Miller's previous monitoring visits, which cost ICON Clinical approximately
 20 \$20,375. ICON Clinical also invested substantial time comparing Miller's expense receipts
 21 against clinical site visit information, which cost ICON Clinical approximately \$32,089.77.
 22 Furthermore, the SQE review involved numerous internal meetings at ICON Clinical and with the
 23 client, which cost ICON Clinical approximately \$51,165.

24 44. Miller's fraudulent conduct caused damages to ICON Clinical in the amount of at
 25 least \$205,024.16, and ICON Clinical seeks to recover this principal amount in this action. In
 26 addition, ICON Clinical seeks pre- and post-judgment interest and costs.

45. ICON Clinical also seeks punitive and exemplary damages sufficient to punish Miller for engaging in the above-described fraudulent conduct and to deter similar conduct on her part in the future.

SECOND CLAIM FOR RELIEF
(FRAUD – CONCEALMENT)

46. ICON Clinical incorporates by reference the allegations contained in paragraphs 1 through 45, inclusive, as though set forth fully herein.

47. In addition to intentional misrepresentations Miller made to ICON Clinical, Miller also knowingly and intentionally failed to disclose certain facts to ICON Clinical, such as changes in travel itineraries and the fact that she did not stay at certain hotels, which would have shown that the claimed expenses she sought were not legitimate. Miller's deliberate concealment of these facts was a substantial factor in causing harm to ICON Clinical.

48. ICON Clinical reimbursed Miller for at least \$71,241.52 in claimed expenses that she did not in fact incur and through this action ICON Clinical seeks to recover these monies that Miller fraudulently induced the Company to pay her. In addition, Miller's fraudulent conduct which called into question all of her expense report submissions caused not only this \$71,241.52 to be refunded on ICON Clinical's behalf to the client for whom Miller was conducting site monitoring but also \$30,152.87 in additional expenses that Miller submitted and for which she received reimbursement. Therefore, as a consequence of Miller's unlawful conduct, ICON Clinical suffered damages in the amount of \$101,394.39.

49. ICON Clinical incurred additional costs in the approximate amount of \$103,629.77 stemming from the Company's quality review of the clinical studies on which Miller had worked and its investigation into anomalies associated with her clinical monitoring log entries and expense report submissions. Specifically, the CRAs who replaced Miller on the clinical studies at issue had to check on critical items relating to Miller's work to assess whether there were other issues with Miller's previous monitoring visits, which cost ICON Clinical approximately \$20,375. ICON Clinical also invested substantial time comparing Miller's expense receipts

1 against clinical site visit information, which cost ICON Clinical approximately \$32,089.77.
 2 Furthermore, the SQE review involved numerous internal meetings at ICON Clinical and with the
 3 client, which cost ICON Clinical approximately \$51,165.

4 50. Miller's fraudulent conduct caused damages to ICON Clinical in the amount of at
 5 least \$205,024.16, and ICON Clinical seeks to recover this principal amount in this action. In
 6 addition, ICON Clinical seeks pre- and post-judgment interest and costs.

7 51. ICON Clinical also seeks punitive and exemplary damages sufficient to punish
 8 Miller for engaging in the above-described fraudulent conduct and to deter similar conduct on her
 9 part in the future.

10 **THIRD CLAIM FOR RELIEF**

11 **(NEGLIGENT MISREPRESENTATION)**

12 52. ICON Clinical incorporates by reference the allegations contained in paragraphs 1
 13 through 51 inclusive, as though set forth fully herein.

14 53. Alternatively, if Miller did not engage in intentional misrepresentation and
 15 fraudulent concealment, ICON Clinical alleges that Miller negligently misrepresented that she
 16 incurred certain business expenses when in fact she did not incur those expenses. Miller had no
 17 reasonable grounds for believing the representations were true when she made them given that
 18 she made double expense reimbursement submissions, fabricated and forged Lyft receipts and
 19 hotel receipts, and did not even go on certain trips for which she sought reimbursement. Miller
 20 intended that ICON Clinical rely upon her representation of her claimed expenses so that it would
 21 pay her for expenses she reported. ICON Clinical reasonably relied on Miller's representations of
 22 her work-related expenses, time spent working, and time spent on site at clinical studies.

23 54. Miller's negligent misrepresentation of her expense reports harmed ICON Clinical
 24 in that ICON Clinical paid Miller for expenses she did not incur and ICON Clinical's reliance on
 25 Miller's representation of her expenses was a substantial factor in causing it harm. ICON Clinical
 26 reimbursed Miller for at least \$71,241.52 in claimed expenses that she did not in fact incur and
 27 through this action ICON Clinical seeks to recover these monies that Miller fraudulently induced

1 the Company to pay her. In addition, Miller's fraudulent conduct which called into question all
 2 of her expense report submissions caused not only this \$71,241.52 to be refunded on ICON
 3 Clinical's behalf to the client for whom Miller was conducting site monitoring but also
 4 \$30,152.87 in additional expenses that Miller submitted and for which she received
 5 reimbursement. Therefore, as a consequence of Miller's unlawful conduct, ICON Clinical
 6 suffered damages in the amount of \$101,394.39.

7 55. ICON Clinical incurred additional costs in the approximate amount of \$103,629.77
 8 stemming from the Company's quality review of the clinical studies on which Miller had worked
 9 and its investigation into anomalies associated with her clinical monitoring log entries and
 10 expense report submissions. Specifically, the CRAs who replaced Miller on the clinical studies at
 11 issue had to check on critical items relating to Miller's work to assess whether there were other
 12 issues with Miller's previous monitoring visits, which cost ICON Clinical approximately
 13 \$20,375. ICON Clinical also invested substantial time comparing Miller's expense receipts
 14 against clinical site visit information, which cost ICON Clinical approximately \$32,089.77.
 15 Furthermore, the SQE review involved numerous internal meetings at ICON Clinical and with the
 16 client, which cost ICON Clinical approximately \$51,165.

17 56. Miller's fraudulent conduct caused damages to ICON Clinical in the amount of at
 18 least \$205,024.16, and ICON Clinical seeks to recover this principal amount in this action. In
 19 addition, ICON Clinical seeks pre- and post-judgment interest and costs.

20 57. ICON Clinical also seeks punitive and exemplary damages sufficient to punish
 21 Miller for engaging in the above-described fraudulent conduct and to deter similar conduct on her
 22 part in the future.

23 **FOURTH CLAIM FOR RELIEF**

24 **(BREACH OF CONTRACT)**

25 58. ICON Clinical incorporates by reference the allegations contained in paragraphs 1
 26 through 57 inclusive, as though set forth fully herein.

1 59. In accepting ICON Clinical's job offer, Miller agreed to abide by the Company's
2 policies and expectations, which included Miller agreeing to behave honestly in all her dealings
3 with the Company and submitting accurate expense reports, time entries, and site monitoring visit
4 logs, and to comply with all applicable laws. ICON Clinical satisfied its obligations with respect
5 to Miller by paying her the amount it agreed to for the work she performed as a CRA II.
6 However, by defrauding the Company, Miller broke her agreement that she would comply with
7 all applicable laws, behave honestly in all her dealings with the Company, and that she would
8 submit accurate expense reports, time entries, and site monitoring visit logs. Miller therefore
9 entirely failed to uphold her end of the bargain.

10 60. Miller's breach of her agreement with ICON Clinical proximately caused the
11 Company to suffer damages in the amount of at least \$205,024.16. Miller reasonably could have
12 foreseen that the Company would be damaged by her actions because she induced the Company
13 to pay for claimed expenses that she did not actually incur. Furthermore, Miller understood the
14 importance of accurately recording her time on site visits and associated data with those visits
15 because ICON Clinical and its client relied upon that information to ensure the quality and
16 validity of clinical studies. Miller therefore reasonably could have foreseen that by submitting
17 inaccurate time and site monitoring logs ICON Clinical and its client would have to take remedial
18 action to ensure that clinical studies had not been compromised.

19 61. ICON Clinical seeks to recover at least \$205,024.16 in damages resulting from
20 Miller's breach of her employment agreement with the Company. In addition, ICON Clinical
21 seeks pre- and post-judgment interest and costs.

PRAYER FOR RELIEF

23 NOW, THEREFORE, ICON Clinical prays for relief as follows:

24 1. For judgment in favor of ICON Clinical and against Miller on ICON Clinical's
25 causes of action in this First Amended Cross-Complaint;

26 2. For the principal sum of at least \$205,024.16 on ICON Clinical's causes of action;

27 3. For pre- and post-judgment interest at the legal rate on the principal sum on ICON

1 Clinical's causes of action;

2 4. For exemplary and punitive damages in an amount to be determined at trial;

3 5. For disgorgement of Miller's ill-gotten gains;

4 6. For costs of suit incurred herein; and

5 7. For such other relief as the Court may deem proper.

6

7 Dated: March 29, 2022

MORGAN, LEWIS & BOCKIUS LLP
CROWELL & MORING LLP

8

9 By 

10 Christopher J. Banks
11 Andrew P. Frederick
12 Nicole L. Antonopoulos
13 Miranda M. Rowley

14 Attorneys for Defendants
15 ICON CLINICAL RESEARCH LLC;
16 DOCS GLOBAL, INC.; and ICON PLC

DEMAND FOR JURY TRIAL

ICON Clinical hereby demands a jury trial on all causes of action and claims with respect to which it has a right to a jury trial.

Dated: March 29, 2022

MORGAN, LEWIS & BOCKIUS LLP
CROWELL & MORING LLP

By Christopher J. Banks
Andrew P. Frederick
Nicole L. Antonopoulos
Miranda M. Rowley

Attorneys for Defendants
ICON CLINICAL RESEARCH LLC,
DOCS GLOBAL, INC., and ICON PLC

EXHIBIT A

Silver Cloud Hotel Stadium
1046 1st Ave South
Seattle, Washington 98134

October 31, 2018

Page 1 of 1

Chrystal Miller

Redacted

Los Angeles, CA 90028

Guest Information:

Room: 118
Reservation #: 9281266
Folio #: 8117276
Visit From: 29-Oct-2018 to 31-Oct-2018
Booking #: 71247141

Date	Reference	Description	Unit	Currency	Credit	Charge
29-Oct-2018	NITAUD	Room Charge	322	\$	0.00	409.00
30-Oct-2018	NITAUD	Room Charge	322	\$	0.00	409.00
31-Oct-2018		State Tax				57.26
31-Oct-2018		VISAVS - 2277			Totals:	0.00
					Folio Balance:	0.00

EXHIBIT B

Silver Cloud Hotel Stadium
1046 1st Ave South
Seattle, Washington 98134

January 31, 2019

Page 1 of 1

Chrystal Miller

Redacted

Los Angeles, CA 90028

Guest Information:

Room: 118
Reservation #: 9281266
Folio #: 8117276
Visit From: 29-Jan-2019 to 31-Jan-2019
Booking #: 71247141

Date	Reference	Description	Unit	Currency	Credit	Charge
29-Jan-2019	NITAUD	Room Charge	322	\$	0.00	409.00
30-Jan-2019	NITAUD	Room Charge	322	\$	0.00	409.00
30-Jan-2019		State Tax				57.26
31-Jan-2019			VISAVS - 2277		Totals:	0.00
					Folio Balance:	0.00

EXHIBIT C

9:17 PM
October 29, 2018

Ride Details



Lyft fare \$59.50

Visa *2277 \$59.50

- Pickup
SEA Airport Seattle, WA
- ~~Dropoff~~
Silver Cloud Hotel Seattle, WA

Thanks for riding!

10:07 PM

October 29, 2018

Ride Details



Lyft fare \$34.70

Visa *2277 \$34.70

● Pickup
Silver Cloud Hotel Seattle, WA

● ~~Dropoff~~
Red Lobster Seattle, WA

10:47 PM
October 29, 2018

Ride Details



Lyft fare	\$35.70
<hr/>	
VISA Visa *2277	\$35.70

- Pickup
Red Lobster Seattle, WA
- ~~Dropoff~~
Silver Cloud Hotel Seattle, WA

Thanks for riding!

8:09 AM

October 30, 2018

Ride Details



Lyft fare	\$65.90
-----------	---------

Visa	Visa *2277	\$65.90
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• Pickup
Silver Cloud Hotel Seattle, WA

• ~~Dropoff~~
~~MultiCare~~ Institute for Research Seattle, WA

12:07 PM

October 30, 2018

Ride Details



Lyft fare	\$25.90
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Visa	*2277	\$25.90
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● Pickup
MultiCare Institute for Research Seattle, WA

● Dropoff
Tacos Seattle, WA

12:57 PM

October 30, 2018

Ride Details



Lyft fare	\$25.90
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VISA Visa *2277	\$25.90
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- Pickup
~~Tacos~~ Tacos Seattle, WA
- Dropoff
~~MultiCare~~ MultiCare Institute for Research Seattle, WA

Thanks for riding!

6:29 PM

October 30, 2018

Ride Details



Lyft fare	\$63.50
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Visa	Visa *2277	\$63.50
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● Pickup
~~MultiCare~~ Institute for Research Seattle, WA

● ~~Dropoff~~
Silver Cloud Hotel Seattle, WA

Thanks for riding!

8:14 PM

October 30, 2018

Ride Details



Lyft fare \$33.70

Visa *2277 \$33.70

● Pickup
Silver Cloud Hotel Seattle, WA

● ~~Dropoff~~
Cheesecake Factory Seattle, WA

Thanks for riding!

9:49 PM

October 30, 2018

Ride Details



Lyft fare \$35.70

Visa *2277 \$35.70

- Pickup
Cheesecake Factory Seattle, WA
- ~~Dropoff~~
Silver Cloud Hotel Seattle, WA

Thanks for riding!

12:33 PM

October 31, 2018

Ride Details



Lyft fare	\$59.50
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Visa *2277	\$59.50
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• Pickup
Silver Cloud Hotel Seattle, WA

• ~~Dropoff~~
SEA Airport Seattle, WA

8:33 PM
October 31, 2018

Ride Details



Lyft fare	\$72.80
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VISA	Visa *2277	\$72.80
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● Pickup
LAX Airport Los Angeles, CA

● Dropoff
Redacted Harold Way Los Angeles, CA

EXHIBIT D

Thanks for riding!

3:17 PM

January 29, 2019

Ride Details



Lyft fare	\$70.80
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VISA Visa *2277	\$70.80
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● Pickup
Redacted Harold Way Los Angeles, CA

● ~~Dropoff~~
LAX Airport Los Angeles, CA

9:17 PM

January 29, 2019

Ride Details



Lyft fare \$59.50

Visa *2277 \$59.50

- Pickup
SEA Airport Seattle, WA
- ~~Dropoff~~
Silver Cloud Hotel Seattle, WA

Thanks for riding!

10:07 PM
January 29, 2019

Ride Details



Lyft fare \$34.70

Visa *2277 \$34.70

● Pickup
Silver Cloud Hotel Seattle, WA

● Dropoff
Red Lobster Seattle, WA

Thanks for riding!

10:47 PM

January 29, 2019

Ride Details



Lyft fare	\$35.70
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VISA Visa *2277	\$35.70
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- Pickup
Red Lobster Seattle, WA

- ~~Dropoff~~
Silver Cloud Hotel Seattle, WA

Thanks for riding!

8:09 AM

January 30, 2019

Ride Details



Lyft fare	\$65.90
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Visa	Visa *2277	\$65.90
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• Pickup
Silver Cloud Hotel Seattle, WA

• ~~Dropoff~~
~~MultiCare~~ Institute for Research Seattle, WA

12:07 PM

January 30, 2019

Ride Details



Lyft fare	\$25.90
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Visa	*2277	\$25.90
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● Pickup
MultiCare Institute for Research Seattle, WA

● Dropoff
Tacos Tacos Seattle, WA

12:57 PM

January 30, 2019

Ride Details



Lyft fare	\$25.90
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VISA Visa *2277	\$25.90
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- Pickup
~~Tacos~~ Tacos Seattle, WA

- ~~Dropoff~~
MultiCare Institute for Research Seattle, WA

Thanks for riding!

6:29 PM

January 30, 2019

Ride Details



Lyft fare	\$63.50
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Visa	Visa *2277	\$63.50
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● Pickup
~~MultiCare~~ Institute for Research Seattle, WA

● ~~Dropoff~~
Silver Cloud Hotel Seattle, WA

Thanks for riding!

8:14 PM

January 30, 2019

Ride Details



Lyft fare \$33.70

Visa *2277 \$33.70

● Pickup
Silver Cloud Hotel Seattle, WA

● ~~Dropoff~~
Cheesecake Factory Seattle, WA

Thanks for riding!

8:14 PM

January 30, 2019

Ride Details



Lyft fare \$33.70

Visa *2277 \$33.70

● Pickup
Silver Cloud Hotel Seattle, WA

● ~~Dropoff~~
Cheesecake Factory Seattle, WA

Thanks for riding!

12:33 PM

January 31, 2019

Ride Details



Lyft fare	\$59.50
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Visa *2277	\$59.50
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• Pickup
Silver Cloud Hotel Seattle, WA

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8:33 PM
January 31, 2019

Ride Details



Lyft fare	\$72.80
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VISA	Visa *2277	\$72.80
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● Pickup
LAX Airport Los Angeles, CA

● Dropoff
Redacted Harold Way Los Angeles, CA